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REMARKS

The application has been reviewed in light of the non-final Office Action dated December 31, 2007. Claims 23-40 and 42-44 were pending, with claims 1-22 and 41 having previously been canceled, without prejudice or disclaimer. By this Amendment, claims 23, 24, 26 and 30-44 have been canceled, without prejudice or disclaimer, claims 25 and 27-29 have been amended to clarify the claimed subject matter, and new claims 45-60 have been added. Accordingly, claims 25, 27-29 and 45-60 are now pending, with claims 25, 45, 52 and 58 being in independent form.

Claims 23-40 and 42-44 were rejected under 35 U.S.C. § 103(a) as being purportedly unpatentable over U.S. Patent No. 7,124,099 to Mesaros in view of U.S. Patent No. 6,078,897 to Rubin.

Applicant has carefully considered the Examiner's comments and the cited art, and respectfully submits that independent claims 25, 45, 52 and 58 are patentable over the cited art, for at least the following reasons.

The present application relates to techniques devised by applicant to improve Internet transactions wherein display information to be delivered to the customer side is changed in accordance with customer side information, for example a specified quantity of a specified product in an order, from the customer side. For example, when the specified quantity meets or exceeds a predetermined quantity, an appropriate promotion can be displayed to entice the customer to revise the order to make an additional purchase or an appropriate promotion can automatically be added to the transaction.

New independent claims 45, 52 and 58 relate to improvements in Internet transactions including business to business transactions. It is not always apparent when conducting Internet

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transactions whether a customer side is a retail customer or a business, and consequently a promotion that might be effective for stimulating additional sales in a business to retail customer transaction might not be effective for stimulating additional sales in a business to business transaction.

The subject matter of claim 58 comprises a seller side computer facility configured to communicate information through the internet with a customer side computer facility wherein the seller side comprises a determination unit for determining from said customer side information whether the transaction should be treated as a business to business transaction comprising a business to business promotion, including determining that said initial order is to be treated as a retail-customer-to-business transaction eligible for a retail-customer-to-business promotion, if said specified quantity of said initial order is in a range equal to or higher than a first predetermined quantity but lower than a third predetermined quantity, and determining that said initial order is to be treated as a business-to-business transaction eligible for a business-to-business promotion, if said specified quantity is equal to or greater than said third predetermined quantity. New method claim 45 and new system claim 52 directed to operations at the customer side have similar features.

Applicant simply does not find teaching or suggestion in the cited prior art of determining if a Internet transaction is a business to business transaction based on a quantity range of a customer side order and changing the display information at a customer side in accordance with a business to business transaction and business to business promotion when the transaction is determined to be a business to business transaction. Independent claims 45, 52 and 58 and the claims depending therefrom are patentable distinct from the cited art for at least the above stated reasons.

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The remarks below are directed to the rejection of independent claim 25.

As an initial matter, applicant submits that Mesaros teaches away from using any costing scheme involving transactions between a single seller and a single customer/buyer. See for example, column 1 lines 42-60 of Mesaros (reproduced below):

The discount quantity pricing approach to costing involves pricing a product at different levels depending on the quantity of products a customer is willing to purchase. The more products a customer is willing to purchase, the lower the price. Sellers have incentive to lower price for large quantity buyers since the fixed costs associated with producing the product is spread over more items. Thus, sellers are able to make equal or greater profits despite the lowered price of the product. While volume pricing offers a benefit to larger buyers who are able to purchase large quantities of goods at one time, smaller buyers are often unable to obtain the lowered prices and therefore are more likely to "shop around" for the best available deal. This, in turn, hurts both the buyer and seller. For instance, the smaller buyer is burdened with needing to search for alternative deals and still often ends up paying a higher price than larger buyers. The sellers, on the other hand, are faced with lost business since they are unable to reduce their price for the smaller buyers and still make sufficient profit.

...
Accordingly, there is a strong need in the art for a volume costing scheme which overcomes the above mentioned drawbacks and others.

Mesaros, as understood by Applicant, proposes a system wherein a registered seller can set up a deal room with a volume pricing structure for a product wherein it is the sum of purchases by multiple independent buyers enable them to take advantage of a quantity discount. The pricing structure is initially established by the seller completing a product information sheet, such as shown in Mesaros, Fig. 13. The volume pricing structure set forth in the product information sheet is presented in the deal room, such as shown in Fig. 4. Multiple buyers initially place orders of varying quantities and prices in the deal room; however, the final quantity discount and price given to each individual buyer is independent of the quantity of the product each individual buyer orders.

See for example, Mesaros column 6 lines 38-42 (reproduced below):

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Based on the cumulative orders received at the end of the open session period, a seller provides all buyers with the same quantity discount for the product regardless of what the price of the product was at the time each buyer placed the order. Thus, in accordance with the present embodiment of the invention, each buyer is able to benefit from other buyers ordering the same product since the cumulative orders received at the end of the open session determines the price for all buyers 15 placing orders during the open session.

In addition, Mesaros does not involve display of promotion information after an order is entered nor does Mesaros use predetermined quantity values to determine a range in which a particular customer qualifies for a promotion. According to the system proposed by Mesaros, buyers are unaware at the time of their order what quantity discount they will receive since the quantity discount given to all buyers is not determined till the end of the deal room open session.

In addition, since Mesaros teaches "a seller provides all buyers with the same quantity discount for the product regardless of what the price of the product was at the time each buyer placed the order" and "the cumulative orders received at the end of the open session determines the price for all buyers", the minimum quantity proposed by Mesaros is a quantity set by the seller in the deal room but has no effect, influence or connection to any promotion or discount for a transaction. Instead, the minimum quantity set in the deal room only refers to the minimum quantity of products that must be ordered by a buyer in order for the buyer's order to be processed and executed.

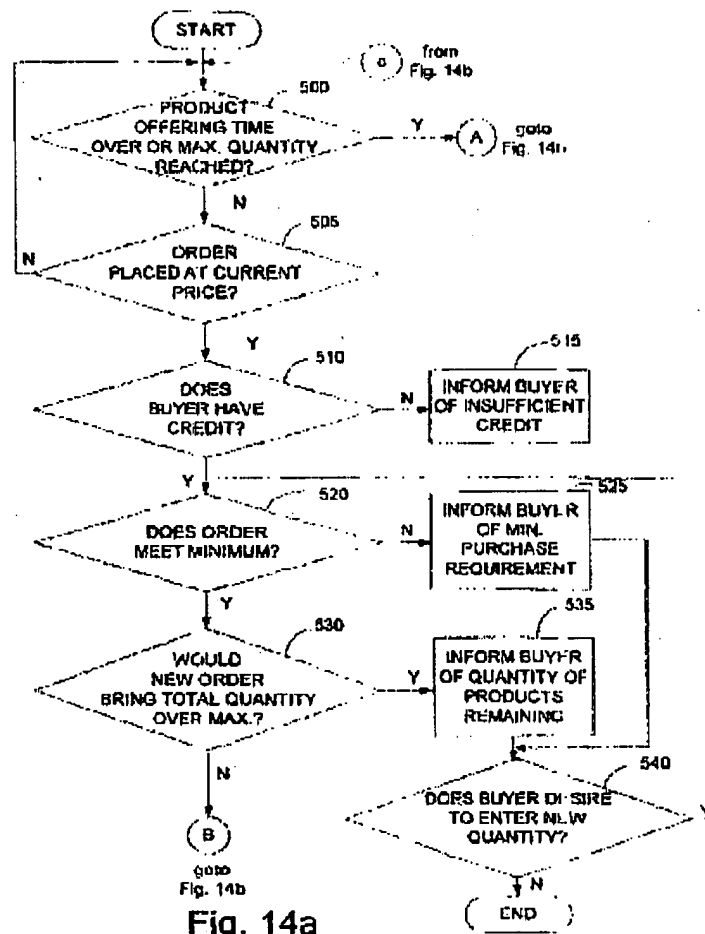
See for example column 11 lines 13-37 of Mesaros (reproduced below) and Figure 14a of Mesaros (reproduced below):

If, however, in step 510 the credit card agency informs the processor 100 that the buyer's 15 credit has been approved, the processor 100 proceeds to step 520. In step 520 the processor 100 determines if the order placed by the buyer meets the minimum order quantity as set by the seller 20 in step 460 (FIG. 9) above. If the minimum order quantity has not been met, the processor 100 proceeds to step 525. *In step 525, the processor 100 informs the buyer 15 that the minimum purchase requirement has not been met and requests the buyer 15 to enter a new order quantity if desired. If in step 530 the*

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minimum purchase requirement has been met, the processor proceeds to step 530. In step 530 the processor 100 determines if the new order placed by the buyer 15 would bring the total quantity over the maximum quantity set by the seller in step 460 (FIG. 9) above. If the new order would bring the total quantity over the maximum quantity, the processor 100 proceeds to step 535 where the processor 100 informs the buyer 15 of the total products remaining for sale and requests the buyer 15 to enter a new order quantity if desired. Following steps 525 and 535, the processor 100 proceeds to step 540 where the processor 100 determines if the buyer has entered a new quantity. If a new quantity is not entered, the processor 100 ends the order processing for the buyer 15. If, however, a new order quantity is entered, the processor 100 returns to step 520.



Therefore, minimum order quantity in Mesaros is used to determine if an order should be processed and executed and does not have any association with a quantity range in which a

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customer side order qualifies for a promotion.

Rubin, like Mesaros, does not make a distinction, for determining whether a promotion is to be displayed, between orders above a predetermined quantity and orders below a predetermined quantity. In Rubin, a promotion is always displayed when an order is placed, to induce the customer to buy more. On the other hand, Mesaros does not propose displaying promotions after an order has been placed by the customer side.

Applicant simply does not find teaching or suggestion in Mesaros and Rubin of a method for promoting product sales in Internet transactions comprising changing the display information to be delivered to the customer side in accordance with the specified quantity of the specified product, wherein (i) if the specified quantity of the specified product is within a first range that is higher than a second predetermined quantity, display information indicative of at least a first promotion which is functionally related to the initial order and is contingent on a revision of the order to increase the specified quantity is delivered to the customer side; (ii) if the specified quantity of the specified product is in a second range higher than the first range, display information indicative of at least a second promotion that is different from the first promotion is delivered to the customer side, and (iii) if the specified quantity of the specified product is less than the second predetermined quantity, order processing information is delivered to the customer side for the initial order and no promotion information is delivered to the customer side, according to the subject matter of claim 25.

Accordingly, for at least the above-stated reasons, Applicant respectfully submits that independent claims 25, and the claims depending therefrom, are patentable over the cited art.

In view of the remarks hereinabove, Applicant submits that the application is now in condition for allowance. Accordingly, Applicant earnestly solicits the allowance of the

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application.

If a petition for an extension of time is required to make this response timely, this paper should be considered to be such a petition. The Patent Office is hereby authorized to charge any fees that are required in connection with this amendment and to credit any overpayment to our Deposit Account No. 03-3125.

If a telephone interview could advance the prosecution of this application, the Examiner is respectfully requested to call the undersigned attorney.

Respectfully submitted,



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